

PETITION

OF THE

HEIRS OF JAMES SYMPSON,

PRAYING

The confirmation of their title to a tract of land.

DECEMBER 24, 1839.

Referred to the Committee on Private Land Claims.

JANUARY 8, 1840.

Ordered to be printed.

To the honorable the Senate and House of Representatives of the United States of America, in Congress assembled :

The petition of Chilton Allan and ——— his wife, and William C. Sympton, only heirs of James Sympton, deceased, formerly of Clarke county, Kentucky,

RESPECTFULLY SHOWETH :

That in the month of April, 1811, one Joshua Baker, late of Kentucky, then resident in the district of country called West Florida, being on a visit to his friends, was arrested for several debts, amounting in all to about two thousand dollars, and applied to your petitioners' ancestor, the said James Sympton, deceased, to become his security therefor, and to save him from loss, mortgaged to him, or assigned over in trust to one C. Allan, for his use, several tracts of land—some in Kentucky, and another in Louisiana—which last tract is the subject of this petition, as will more fully appear by reference to the original deed, duly recorded in the parish of Point Coupee, a copy of which, as well as said original, accompanies this petition, marked A : That said Baker having failed to pay said debts, your petitioners' father was compelled to pay them, amounting to one thousand nine hundred and eighty-three dollars, previous to the 25th day of September, 1811, and as no other means of indemnity were in his power, caused a sale of the mortgaged lands to be made by said trustee, and, as his only security, was compelled himself, on the 25th day of September, 1811, to become the purchaser of the lands in Louisiana, at the price of one thousand and five dollars, as will more fully appear by reference to the deed of the said trustee to said Sympton, dated the 25th day of June, 1812, marked B, a copy and the original both being herewith filed.

Your petitioners state that when their ancestor received said mortgage, and made said purchase, and up to the time of his death, a few years after—

ward, he confidently believed that the title thereby acquired in said lands was perfect, said Baker having assured him it was. This will appear manifest by the letters of John W. Baker, dated October 12th, 1813, and J. Turner, dated July 22d, 1813, as well as the letter of the said Joshua Baker, dated July 28th, 1811, all of which are herewith filed and referred to Nos. 1, 2 and 3. Your petitioner, William C. Sympson, was then an infant, and your petitioner, Allan's wife, through whom he claims, a *feme covert*, in which situation she has ever since remained. Said Joshua Baker died in possession of said lands, and they remained for many years afterward unoccupied, owing to the situation of your petitioners, and their location in a distant, unhealthy, and, to a great extent, uninhabited region. Some of said Baker's distant relatives, in whose possession were all his papers, pretended to claim said lands, but there was no other claimant, and no adversary occupant.

On several successive occasions, your petitioners employed persons going south, to look into the situation of said lands, always supposing that the title to Baker for said lands, before he mortgaged them to their ancestor, was perfect and of record; and that they could obtain possession of them peaceably, or by legal measures, whenever they might find them sufficiently valuable to justify the attempt. None of those agents accomplished any thing until the winter of 1836-7, when your petitioners employed a member of the bar in Lexington, Kentucky, to visit the lands, examine their situation, and take possession.

For the first time, they then ascertained the following facts: That Andy *alias* Andrew Robinson had obtained a grant from the Spanish Governor of Louisiana, dated the 10th day of January, 1799, to settle on said land. The original, and a translation, are now herewith filed as part of this petition, marked C: That he immediately settled on said land, made a clearing and built a house, and resided therein for some years, when he sold the same to the said Joshua Baker, who took possession and held the same till his death. Your petitioners doubt not but that said Robinson, at the time of the sale, made a deed of conveyance to said Baker, or executed his bond for a deed, which has been lost or destroyed by some person, who came into the possession of Joshua Baker's papers after his death, although they are advised, that according to the laws of Louisiana at that time, a parol sale, accompanied by delivery of possession, was good and valid. These facts will be made manifest by the depositions of Colonel C. Morgan, late deputy surveyor, of Colonel Williams, present surveyor general, and of Dr. Jones, and Colonel Morgan's letter, marked Nos. 4, 5, 6 and 7.

In order to leave nothing undone, however, in his power to be done, your petitioners' agent, ascertaining that Andy Robinson was still alive, proceeded to the republic of Texas, and obtained his deed of confirmation for said land to your petitioners. The same, with a letter of attorney to his agent, marked D and E, are herewith filed and referred to. Your petitioners' agent also ascertained, by application to the register's office in New Orleans, that some person, unknown to your petitioners, and having no just claim to said land, had fraudulently attempted to obtain a confirmation of a claim thereto, or to a part of it, in the name of the said Andy Robinson, *by virtue of a settlement made prior to the 20th day of December, 1803, and cultivation.* This application was promptly and rightfully rejected. Your petitioners' agent, fearing another similar fraudulent attempt might be made before the time allowed by act of Congress expired, in Feb-

ruary, 1837, went to the office of the commissioners and notified them not to allow any such claim, as your petitioners alone were justly entitled to it, as they would soon be able to show to your honorable body. No application, based upon said Robinson's grant, has ever before been made to have the claim of your petitioners recognised and allowed.

As early as February 11, 1806, Charles Morgan, deputy surveyor of the United States, actually surveyed six hundred and forty acres of land, supposing Andy Robinson only entitled to that amount, including his house and improvement, and occupying a part of the ground mentioned in the Spanish grant to him. Colonel Morgan swears that if he had had the Spanish grant before him at the time, he could and would have located it. A copy of said survey is herewith filed, marked F.

Col. Williams, surveyor general of Louisiana, afterward, in the year 1831, surveyed the township one, range seven east, in the southeastern district of Louisiana, which includes the lands claimed as aforesaid by your petitioners, being ignorant at the time both of the Spanish grant to Robinson, and of Morgan's survey. A connected plat, made and certified by said surveyor general, is herewith filed, which, together with his deposition before alluded to, is now again referred to, marked G.

Your petitioners have incurred great expense in establishing their claim, in addition to the original cost paid by their ancestor. They are no land speculators, as your honorable body will perceive; but anxiously in pursuit of their just rights. They are advised that other proof exists of Robinson's original settlement and improvement of the place designated on the connected plat, and will, if possible, procure it. One of the witnesses, whose names have been handed to them, (Henry Flower,) resides near Bayou Sara, and has promised to furnish them his deposition: when received, they will immediately present it to your honorable body. Another, named Oiaendorf, resides near Russellville, Kentucky.

Your petitioners pray that patents may issue to them for one thousand acres of land, as called for in their grant, or as surveyed by Morgan or Colonel Williams, together with a similar amount as a back concession, for which they are prepared to pay the price required by law; and, as in duty bound, they will ever pray, &c.,

CHILTON ALLAN, for himself and wife.

WM. C. SYMPSON.

A.

This indenture, made this first day of April, in the year one thousand eight hundred and eleven, between Joshua Baker, of West Florida, of the one part, and Chilton Allan, of the county of Clarke, and State of Kentucky, of the other part, witnesseth: That the said Baker, for and in consideration of the sum of one dollar, to him in hand paid by the said Allan, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Allan the following tracts or parcels of land, to wit: One certain tract of land lying in Clarke county, on Johnson's fork of Licking, and containing by estimation two hundred and eighty acres; being a tract of land conveyed to the said Baker by Rusilla Rutherford by deed, bearing date on the —

day of December, one thousand eight hundred and ten; also, one other tract of land lying in Pendleton county, on the south side of the south fork of Rohing, and containing three hundred acres, and which was devised to the said Baker by his father's last will; to have and to hold the said tracts of land to the said Allan and his heirs for ever in trust and to indemnify a certain James Sympson, of the county and State aforesaid, against sundry securityships entered into by the said Sympson for the said Baker, and particularly to indemnify the said Sympson against the following bonds, wherein the said Sympson is bound as security to the said Baker, to wit: A replevin bond executed to John Shropshire's executors for the sum of one hundred and ninety-two dollars seventy three cents, with interest thereon from the first day of February, one thousand eight hundred and eleven until paid; a replevin bond executed to Jesse Bryant for the sum of eighty-nine dollars thirty-nine cents, with interest thereon from the first day of February, one thousand eight hundred and eleven, until paid; a replevin bond executed to Jonathan Baker for the sum of forty-one dollars sixty-seven cents, with interest thereon from the first day of February, one thousand eight hundred and eleven until paid; a replevin bond executed to James Wiseman for the sum of ninety two dollars and eighty nine cents, with interest thereon from the first day of April, one thousand eight hundred and eleven until paid; and a bond to Thomas Sutherland for the sum of eighty four dollars twenty-five cents, dated the twenty-fifth March, one thousand eight hundred and eleven, and payable in four months thereafter. And whereas, a certain Joseph Rogers hath issued an execution against the said Baker on a judgment obtained in the Clarke circuit court, which execution is now in the hands of the sheriff of Clarke county, and amounts to nine hundred and seventy-nine dollars five and a half cents, including debt, costs, and interest, and sheriff's commission, with interest on the debt of the same until paid; and whereas, Jeremiah Rogers has issued an execution against the said Baker on a judgment obtained in the Clarke circuit court, which execution is now in the hands of the sheriff of Clarke county, and amounts to one hundred and fifty dollars sixty-one and a half cents, including debt, costs, interest, and sheriff's commission; and whereas, the said Jeremiah Rogers has issued another execution against the said Baker on a judgment obtained in the Clarke circuit court, which execution is now in the hands of the sheriff of Clarke county, and amounts to seventy-eight dollars eighty-nine and a half cents, including debt, interest, cost, and sheriff's commission; and whereas, a certain Peter Hurst has issued an execution against the said Baker on a judgment obtained in the Clarke circuit court, which execution is now in the hands of the sheriff of Clarke county, and amounts to twenty-nine dollars eighty eight cents, including debt, interest, costs, and sheriff's commission; against all of which suits, the said Sympson has bound himself to indemnify and save harmless Zacharias Field, who stands bound to the plaintiffs in the said judgments as special bail: And whereas, a certain Absolum Hanks hath obtained judgment against the said Baker, at the March term, one thousand eight hundred and eleven, of the said Clarke circuit court, for the sum of one hundred and thirteen dollars, with interest thereon from the first November, one thousand eight hundred and eight, until paid, and the costs of the said suit, five dollars eighty and a half cents; and the said Sympson has, in like manner, bound himself to indemnify the said Zacharias Field against the said judgment, (the said Field being bound as the said Baker's special bail:)

Now the true spirit and intention of the said conveyance to Allan is to indemnify and save harmless the said Sympson against all disbursements and charges which the said Sympson may incur by replevying or discharging the said executions, bonds, and judgments to which and the said Sympson is authorized to use the said Baker's name in replevying the said judgments and executions, or either of them, as well as to indemnify the said Sympson against the aforesaid replevin bonds in which he is bound as security to the said Baker. And whereas, the said Sympson has become bound to a certain Isaac Cunningham in an injunction bond, which bond was executed at the March term, one thousand eight hundred and eleven, of the Clarke circuit court, the said Allan shall also indemnify the said Sympson against all costs and charges which may accrue against the said Sympson by virtue of said bond, provided that the said Allan shall execute this deed of trust in the manner following: The said Allan shall expose the said tracts of lands to sale (having first given twenty days' notice of the said sale by an advertisement at the court house door in Winchester) whenever it shall appear to the said Allan, by sufficient written evidence, that the said Sympson has paid any sum or sums of money in pursuance of the engagements hereinbefore recited, and, out of the proceeds of said sale, reimburse to the said Sympson any sums of money which the said Sympson may then have paid as aforesaid, and the said Allan shall, at all times thereafter, by sales of the land in this deed conveyed, repay to the said Sympson all sums of money which the said Sympson shall pay on account of the aforesaid engagements, provided that the sale of the said land shall be made at the court-house in the town of Winchester, and that no sale thereof shall take place in less than four months from the date hereof. And the said Baker does hereby convey to the said Allan, for the purposes hereinbefore mentioned, and in trust for the said James Sympson as aforesaid, a certain tract of land lying in the parish of Point Coupee and Concordia, in the Territory of New Orleans, containing twelve hundred and eighty acres of land, and conveyed to the said Baker by Andrew Robinson, and lying on the river Mississippi and the Bayou Chaffaliah, which said tract of land the said Allan shall sell, if necessary, in the manner before directed as to the lands lying in the State of Kentucky, and in this deed beforementioned; it is further understood that the excess of the proceeds of the said sales shall be returned to the said Baker by the said Allan after the purposes of this deed, as before stated, have been completely fulfilled; and the said Baker does hereby authorize the county court of Clarke county to appoint another trustee in the place of the said Allan, in case the said Allan shall die, or otherwise become incapable in law of discharging the powers hereby vested in him; and the said Baker does hereby invest such person with all the powers, authorities, and rights hereinbefore given to the said Allan, and does further ratify and confirm the acts of the said person, in pursuance hereof, in as ample a manner as if the same were transacted by the said Allan.

In witness whereof, the said Joshua Baker has affixed his seal on the day and year first above written.

J. BAKER. [L. s.]

Signed, sealed, and delivered in the presence of us:

PETER FLANAGAN,

SAML. HANSON,

JAMES ANDERSON.

CLARKE COUNTY, *September 3, 1811.*

This deed of trust or instrument of writing from Joshua Baker to Chilton Allan was proven before me by the oaths of Peter Flanagan, Samuel Hanson, and James Anderson, witnesses thereto subscribed and committed to record.

JAMES P. BULLOCK, *D. C.* for
DAVID BULLOCK, *C. C. C.*

COMMONWEALTH OF KENTUCKY, *ss.*

I, David Bullock, clerk of the court of the county of Clarke, legally qualified as such to act, do certify that the foregoing pages contain a true copy of a deed of trust or instrument of writing from Joshua Baker to Chilton Allan, and of the certificate thereon endorsed, as the same remains of record in my office.

In testimony whereof, and that the said record is truly transcribed from the original deed mentioned aforesaid, I have hereto set my hand [L. s.] and affixed the seal of the said county of Clarke, this 26th day of December, 1812, and in the twenty first year of the Commonwealth.

D. BULLOCK.

Ne varietur, 10th June, 1813.

LUDELING, *Parish Judge.*KENTUCKY, *Clarke County, ss.*

I, Richard Wickman, presiding justice of the peace in and for the aforesaid county of Clarke, agreeably to the authority, (original defaced,) by act of Congress, do certify that the attestation of David Bullock, who is clerk of the court of the county of Clarke, is in due form. Given under my hand this 18th day of January, 1813.

R. WICKMAN.

Recorded L. B, pages 129 132, No. 237.

STATE OF LOUISIANA, *Parish of Point Coupee.*

I do hereby certify the foregoing five pages, handed to me by James Turner, Esq., to have been recorded in book B, page 129, No. 237. [L. s.] Witness my hand and public seal this 10th June, 1813, at Point Coupee.

LUDELING, *Parish Judge.*

Vide above, ne varietur, with my signature.

 B.

This indenture made and entered on this 25th day of June, in the year of our Lord 1812, between Chilton Allan of the one part and James Sympton of the other, and both of Clarke county, and State of Kentucky, witnesseth: That whereas, a certain Joshua Baker, of West Florida, by an indenture bearing date on the 1st day of April, in the year 1811, conveyed to the said Chilton Allan sundry tracts of land, in trust, to secure and indemnify the aforesaid James Sympton against certain securityships which the said Sympton had incurred for the said Baker, as by reference to the said

deed of trust now remaining of record in the clerk's office of the county court of Clarke county aforesaid will appear; and whereas, it appeared to the said Allan, by sufficient written evidence adduced by the said Sympson, that the said Sympson had paid to sundry individuals the sum of \$1,983 in pursuance of the engagements in the said deed of trust recited; and whereas, on the 25th day of September, 1811, the said Allan agreeably to the true meaning of the said deed of trust, did expose to sale to the highest bidder, at the court-house in the town of Winchester, (having first giving twenty days' notice by advertisement at the door of said court house,) a certain tract or tracts of land lying in the parish of Point Cupeé and Concordia, in the Territory of New Orleans, containing 1,280 acres of land, and conveyed by Andrew Robinson to said Joshua Baker, and lying on the river Mississippi and the Bayou Chaffaliah, by virtue of an authority vested in the said Allan by the aforesaid deed of trust; when and where the said James Sympson was the highest bidder, (having bid for the aforesaid tract or tracts of land \$1,005,) and, in consideration of said sale as aforesaid and bid, and of the payment of the said \$1,005 to the said Allan by him the said Sympson paid, the receipt whereof the said Allan doth sell and convey to the said James Sympson and his heirs for ever the aforesaid land, to have and to hold to the said James Sympson and his heirs forever: *Provided, nevertheless,* The said Chilton Allan is no further bound for the title of the aforesaid land than what was vested in him by said Joshua Baker in the deed of trust before named.

In witness whereof, the said Chilton Allan has set his hand, and affixed his seal the day and year above written.

CHILTON ALLAN, [L. s.]
Trustee for said Baker.

Recorded Lib. B, page 132, No. 238.

KENTUCKY, CLARKE COUNTY,
Clerk's Office, 25th June, 1812.

This indenture of bargain and sale, from Chilton Allan, as trustee for Joshua Baker, to James Sympson, was acknowledged before me, James P. Bullock, deputy clerk for David Bullock, clerk of the court of the county aforesaid, by the said Chilton Allan to be his act and deed, and desired that the same might be recorded as such in the office of the county court of Clarke and certified for record to the parish of Point Coupee and Concordia, in the Territory of New Orleans.

In testimony whereof, and that the same remains of record in the office of the court of the said county of Clarke, I, the deputy aforesaid, [L. s.] have hereto set my hand and affixed the seal of the said county of Clarke, this 15th day of July, 1812.

JAMES P. BULLOCK.

KENTUCKY, Clarke County, ss.

I, Richard Hickman, presiding justice of the peace in and for the aforesaid county of Clarke, do certify, agreeably to the authority in me vested by act of Congress, that the attestation of James P. Bullock, who is deputy for David Bullock, clerk of the county court of Clarke, is in due form.

Given under my hand and seal, this 15th day of July, 1812.

R. HICKMAN. [L. s.]

STATE OF LOUISIANA, *Parish of Point Coupee.*

I do hereby certify the foregoing three pages, handed for recording by James Turner, Esq., to have been duly recorded in book B, page [L. s.] 132, No. 238, this 10th June, 1813, and at Point Coupee. Witness my hand and public seal.

LUDELING, *Parish Judge.*

No. 1.

MOUTH OF RED RIVER, *October 12, 1813.*

DEAR SIR: I wrote to you once last year, on this same business, and *never received an answer yet* from you; there has one letter come to Fort Adams, in my absence from this country, which was sent to uncle's, in the Allacapause, who it is from, I cannot tell; however, you know whether you have written or not. I will now inform you of the situation of my brother Joshua's estate. At present, Nathaniel Evans has administered on the estate, and, I believe, he will have nothing to do with the Chaffaloe place, and it is left to any who pleases to live on it, though there is a man by the name of Hue who lives on it now; and I am told, since I left Kentucky, that you have a claim to that place, and I have detained the money arising from it until I could hear from you. The man is willing to pay one-half the money to any one who is legally authorized to receive it. John Rogers wants him to pay it to him, (the man that rented the upper place of my brother,) and, if you will write to me and let me know what you would wish done, I will take that much on myself to do for you; and, if you will take so much trouble on yourself as to get the amount of the different executions and debts that I paid for my brother, in that you will do me a great favor, as I would wish to have my just due from the estate. Uncle Joshua Baker was to settle the business, but he has not paid the attention to it that he ought to have done. I have no claim to the Chaffaloe place, though, if you do not dispose of it otherwise, I will take it the ensuing year, as this place will be sold, and I shall want to stay in the neighborhood until the business is completely settled.

I have been in Spanish America for twelve months past, and find it one of the greatest countries that I have ever yet seen. We were driven from there. On the 8th of August we met with our defeat, but it is intended to give them another trial in the spring. We have no news here in particular. Write to me as soon as possible, as I want to hear from you. Give my compliments to all that inquire for me, and to Samuel M. Taylor in particular, and your own family.

I am, sir, with respect, your obedient servant,

JOHN W. BAKER.

Mr. JAMES SYMPSON.

No. 2.

ST. FRANCISVILLE, *July 22, 1813.*

SIR: I received your letter of 19th ultimo to-day, and haste to answer it. With this, you have a copy of the will you desire, but it is only the copy of a copy; the original is in Attakapas. I think that you are under a

mistake as to the situation of your land; it lies on each side of the Chaffaliah, which puts out of the Mississippi on the western side, and Mr. Baker's building is on the east side of the Mississippi, about three miles above the Chaffaliah, and was in the province of West Florida at the time you purchased, and now it lies in the parish of Feliciana. Whereas your conveyance calls for land on each side of the Chaffaliah, in the counties of Point Coupeé and Concordia, but, in fact, there is none of it in Concordia, but in Point Coupeé and Avoyelle. I have no doubt but that it will be necessary to sue not only for the land, but for the two notes that are left with me for collection. I told your attorney in fact, Mr. Hampton, that I could not undertake to do your business for less than \$150. I am now of the same opinion, and can add that I believe it to be a low fee. Upon the copy of the will you will see what it cost you to have it copied and certified. Mr. Hampton gave me \$10 to have the conveyance and deed of trust recorded in Point Coupeé; this has been done, and cost \$5 62½, so that there is yet of that \$10, \$4 37½ in my possession still.

Colonel Joshua Baker has not been here lately, and I do not know when I shall see him, though it is probable that he will be here by the time I can hear from you in answer to this letter. He is a reasonable man, and it is possible that he will feel authorized as the executor to give up the land without suit; yet, if he should do so, you ought to give me the sum I require to have the land secured to you, as you have that only for so much money advanced to his nephew.

Your obedient servant,

J. TURNER.

Mr. JAMES SYMPSON.

No. 3.

FORT ADAMS, M. T., *July 20, 1811.*

DEAR FRIEND: I this moment received yours of the 26th May last, and am sorry to hear my creditors are pushing you as my security so hard as you inform me they do; but it is out of my power to prevent it at this time, owing to my sickness, which has prevented me from raising the money as I should have done if I had been able to go about and collect what I could of that which was owing to me, and borrowed the remainder for a short time. I started, in three days after I got home, to see into my business, and, on my way to Greenville, I was taken so unwell that I could not proceed for five weeks; at which time I got some little better and proceeded on to Greenville, where I expected to receive about \$800 on a judgment I had there, but from the neglect of my attorneys, the execution was not issued for a year and a day, and of course the suit abated, and will have to be reinstated, which I had done, and hope to get the money in October, if no other neglect or stay law takes place.

My sickness and other disappointments compel me to suffer my plantation to be sacrificed for the payment of my [debts.] (which I would not take \$5,000 for,) when those which are owing to me cannot be collected, or only a small part, and that has been made use of by that same John P. Baker who claimed the money coming on the execution against Barton Juel, which, if he had got, [he] would perhaps have squandered away as he has

done a large sum for me already. I will give you a short statement of the situation of that transaction. When B. Juel was in this country, J. P. Baker became security for Juel to Barker for a certain quantity of whiskey, to be delivered at my house the spring following, which Juel failed to do, and, of course, J. P. Baker was compelled to pay it, but had not the means to pay it with, without paying it out of what he made on my place, or I must pay it for him. I gave him notes and accounts (some on Barker) for that purpose; he did not use the notes and accounts for that purpose, but got the on a credit and paid that out of my money; he has collected the notes and accounts and some money from Captain Percy, (who had about \$1,500 to collect for me, but the rum-pus last summer prevented him, as all law was stayed,) and he appropriated it to his own use; you can now judge of the matter. I have made inquiry into the situation of Mr. Jones, and it appears he has made over all his property to a Mr. McDurm-mett, and I expect there is no chance of getting any thing of him. I am on my way to see him; if any thing can be done, I will inform you on my return. I also expect to receive some money there, and, if I do, I will send it on to you by next mail. If you will purchase the place for me, I will give you any reasonable advance you will ask on your money, as the place suits me better than it would any one else. It will rent for \$500 a year. It is possible I may get the money from Bayou Sara, as I have more than that amount owing to me there, and most of it I have brought suits for, and court commences on Monday, and I expect to get judgments. If it is to be borrowed, I will use every exertion in my [power] to get it, and get it there in time to save my plantation. I will also get the authority you mention and send that on also. My compliments to Mrs. Sympson and family.

I am, as usual, your most obedient servant,

J. BAKER.

Mr. JAMES SYMPSON.

N. B. Excuse my mistakes and bad writing, as I am scarcely able to set up to write.

J. B.

C.

NEUVA ORLEANS, *y Enero 9, de 1799.*

Don Andres Robinson, con el debido respeto, ante V. S. presento y dice que deseando establecer una habitacion con el fin de hacer su residencia en ella y trabajar para la subsistencia de su familia y no teniendo tierras pa este efecto ocurro a V. S. suplicandole se sirva concederle mil arpanes de tierra cuadrados entre el Rio Chapalaya y Misisippi en el parage adonde se juntan ambos rios gracia que espera del benignidad de V. S.

ANDREW ROBINSON.

Sor GOBERNADO Y COM. GENERAL.

NUEVA ORLEANS, *10 de Enero, de 1799.*

Concedo lo que pide.

MANUEL GAYOSO DE LEMOS.

[TRANSLATION.]

NEW ORLEANS, *January 9, 1799.*

Mr. Andrew Robinson, with due respect, before your lordship presents himself and saith, that, wishing to make a farm for a residence and to cultivate it for the subsistence of himself and family, and having no land whereon to effect this object, he applies to your lordship, praying you be pleased to grant him one thousand square acres (arpens) of land, between the river Chapalaya and the Mississippi, at the place where they both meet; a favor which your petitioner hopes of the goodness of your lordship.

ANDREW ROBINSON.

MR. GOVERNOR AND COMMANDER-IN-CHIEF.

NEW ORLEANS, *January 10, 1799.*

I grant the prayer of the petitioner.

MANUEL GAYOSO DE LEMOS.

A correct translation of the foregoing:

THOMAS G. WESTERN,
Translator, General Land Office.

Witness:

HENRY FLOWER.

 No. 4.
STATE OF LOUISIANA, *Parish of Ascension.*

Be it remembered that, on the 8th day of January, in the year of our Lord 1839, before me, John H. Ilsley, a justice of the peace in and for the parish of Ascension, State of Louisiana, duly commissioned and sworn, personally came and appeared Charles Morgan, Esquire, of Point Coupee, who, being first duly sworn, deposed: That, in 1805 and 1806, he lived at a place called the Church, opposite Bayou Sara, in the parish of Point Coupee, and was well acquainted with Andrew Robinson, who then lived on the Mississippi river, below the mouths of the Red river and the river Atchafalaya, and occupied the ferries across the said river Mississippi and at the mouth of the Atchafalaya; that he considered said Robinson a very honest man, and incapable of making a false claim; that said Andrew Robinson called on him in his capacity of United States surveyor to make a survey of a tract of land for him which he claimed at the mouth of said Atchafalaya, which this affiant accordingly did on the 11th February, 1806, as his official report will show, a copy of which is now before him, certified by H. T. Williams, surveyor-general of Louisiana, on the 10th February, 1837; that, at the time of making said survey, said Robinson had an improvement of several acres of cleared and fenced land, apparently several years old, with a good frame or hewed log-house upon it occupied, and several acres cultivated by his tenant, who kept the ferry across the rivers. This affiant only surveyed six hundred and forty acres, including said Robinson's improvement, about where the red lines are made on the connected plat of Colonel Williams, now before him, certified on the 30th December, 1837, because he supposed Robinson was only entitled to so much; but, if the affiant had seen the Spanish grant which is now before him, and

which had been directed to be surveyed, he could and would easily have located it according to its calls, making said Robinson's house, at the junction of the Atchafalaya and Mississippi rivers, the centre of the base line; said house and improvement being the only one near that point, and running out at right angles from said rivers for quantity. He has often seen the genuine signature of Manuel Gayoso de Lemos, and also is acquainted with the signature of said Andrew Robinson, and he believes their signatures to the original Spanish grant of one thousand arpens of land to said Robinson, dated 10th (Enero) January, 1799, are genuine. That, sometime after he had made said survey, said Andrew Robinson and one Joshua Baker came to affiant's house, and Robinson consulted this affiant as a friend, and told him he had sold said land and his other place too on the other side of the river Mississippi to Baker, the price he does not now recollect; that the object and intention of Robinson was to remove up the Red river, where he thought he could do better; the said Robinson and Baker then went, as they said, to the office of the parish judge to have the papers made out and the sale closed; and they returned that evening or the next and stayed all night at affiant's house, and then told this affiant that the sale between them was all fixed and closed; and, shortly after, Robinson moved away. And this affiant further says, that he always understood that said Baker remained in possession till his death, some years afterward; but he, the affiant, does not recollect having revisited the place while occupied by the said Joshua Baker; and, finally, affiant does not hesitate to say that the said Robinson, and those claiming under him, are the true and lawful owners of the said tract of land composed of one thousand arpens; he, the affiant, was then a young man, and has a clear recollection of the facts herein stated; and that affiant has no interest in the claim.

CHAS. MORGAN.

Sworn to and subscribed, at the parish of Ascension, this 8th day of January, anno Domini 1839.

JOHN H. ILSLEY,
Justice of the Peace.

UNITED STATES OF AMERICA, STATE OF LOUISIANA.

BY EDWARD D. WHITE, GOVERNOR OF THE STATE OF LOUISIANA.

These are to certify that John H. Ilsley, whose name is subscribed to the instrument of writing herein annexed, is now, and was at the time of signing the same, a justice of the peace in and for the parish of Ascension; that his signature is in his own handwriting; and that all his official acts as such are entitled to full faith and credit.

Given at New Orleans, under my hand and the seal of the State, this 19th day of January, 1839, and of the Independence of the United States the sixty-third.

By the Governor.

E. D. WHITE.

ALFRED E. FORSTALL,
Secretary of State.

No. 5.

STATE OF LOUISIANA, *Parish of Ascension.*

Be it known that, on this 24th day of December, in the year 1838, before me, John H. Ilsley, a justice of the peace in and for the parish of Ascension, State of Louisiana, duly commissioned and sworn, personally appeared Henry T. Williams, Esquire, of Donaldsonville, in said parish, who, being duly sworn, deposed and said: That, sometime in the winter of the year 1831, in his capacity of United States deputy surveyor, he surveyed the township one, range seven east, in the southeastern district of Louisiana, and that, at the time of said survey, he was not aware of the survey of a tract of land, claimed in the name of Andrew Robinson, made by Charles Morgan, then United States deputy surveyor, on the 11th day of February, in the year 1806, the original of which he has since found in his office of surveyor general, and furnished a copy thereof, certified on the 10th day of February, 1837, nor was he aware of the existence of a vignette for a thousand arpens of land in favor of said Andrew Robinson, which is now exhibited to him, bearing date 7th (Enero) January, 1799; that, at the time this affiant made the survey above referred to, there was an ancient improvement, consisting of an old frame house and uncultivated field of about six to ten acres, which had the appearance of antiquity, from the fact of there being no stumps on it, although surrounded by standing timber; said house and improvement were at the point marked in red in the connected sketch, certified by this affiant on the 30th December, 1837. This affiant further states, that, a few days previous to the time limited by the act of Congress for receiving applications for the confirmation of land claims, this affiant happened to be in the office of the register of the southeastern district, with General Leslie Combs, of Kentucky, acting (as he represented himself) as the special agent of Chilton Allan and Miss Sympson, his wife, and William C. Sympson, and that, at the request of said General Combs, he, the affiant, examined the records of the office, discovered that said claim had been rejected by the old board of commissioners, and that a new application had just been filed by a Mr. Hunter for the confirmation of said claim. On which, General Combs represented that the claim of said Hunter, as pretended assignee of said Andrew Robinson, was fraudulent and ought not to be allowed, as the said land in truth belonged to said Allan and wife and Sympson, who were the legal representatives of said Andrew Robinson, and therefore desired that said Hunter's application should be rejected.

H. T. WILLIAMS,

Sworn to and subscribed, at the parish of Ascension, 24th December, 1838.

JOHN H. ILSLEY,
Justice of the Peace.

Four words erased. Approved.

JOHN H. ILSLEY,
Justice of the Peace.

REPUBLIC OF TEXAS, *County of Harrisburg.*

Be it known that, this day, before me, John Alexander Newlands, a notary public in and for the county aforesaid, duly commissioned and qualified, personally came and appeared the citizen Levi Jones, who declared: That he was at Washington, in this Republic, in January, 1836, the residence of Andrew Robinson and his son in law, Captain John Hall, and that, while there, several conversations were held with those gentlemen in regard to some claims of land formerly held by said A. Robinson in the State of Louisiana, particularly one of a thousand arpens, near the mouth of Atchafalaya, and another, the quantity of which he does not recollect, which said claims he now believes that said Robinson stated he had sold or contracted to sell to a person called Joshua Baker. And further, that, many years ago, say between the years 1805 and 1807, upon the said contract of sale and purchase, said Baker had paid him two negro girls, at \$1,500, but cannot say whether it was this amount for one or both; and that the whole consideration, according to the declarant's best recollection, was to have been the sum of \$4,000, and for the payment of the remainder there was to have been a mortgage or lien held upon the property, which was stated at the time never to have been foreclosed, nor was it stated whether this lien was verbal or written, the declarant seeing no papers which referred to the transaction.

In testimony of all herein contained, the said Levi Jones hath hereunto affixed his name and seal, in presence of Niles F. Smith and W. B. P. Gaines, witnesses of lawful age, and me, the aforesaid notary, at the city of Houston, on this 15th day of January, A. D. 1839. The words "which upon," "the," interlined before signing.

LEVI JONES. [L. s.]

Witnesses:

NILES F. SMITH,

W. B. P. GAINES.

JNO. ALEX. NEWLANDS, *Notary Public.*

No. 7.

POINT COUPEE, *December 23, 1838.*

SIR: Your esteemed favor of the 4th January, 1837, was duly received, and answered agreeably to your request, and I am sorry that you did not receive it.

I recollect distinctly making the survey for Andy Robinson in 1806. At that time, agreeably to an act of Congress, settlers were allowed six hundred and forty acres of land.

A. Robinson had a house and considerable improvements. He kept the ferry then called the *Red river ferry*, or *Atchafalaya ferry*. During the years 1806 and 1807, was several times at his house, and then considered him the rightful owner. I always had a good opinion of Andy Robinson as a perfect honest man, and incapable of claiming that which he was not entitled to. At that time, those lands were considered of trifling value. I also distinctly recollect of Robinson calling on me at Point Coupee, at the

time when he sold to Joshua Baker, and his giving me his reasons for making the sale. At that time, there was no dispute about land titles; land was considered rather a burden than otherwise. I shall be in New Orleans the first week in January; or, if there is any thing that the honorable commissioners wish to elicit from me, had you not better have my evidence taken? I shall always be happy to serve you.

With respect and regard, yours,

CHAS. MORGAN.

General L. COMBS.

D.

REPUBLIC OF TEXAS, *County of Harrisburg.*

Know all men, by these presents, that I, Andrew Robinson, of the county of Washington, and said Republic, good and sufficient causes me hereunto moving, and reposing special trust and confidence in Edward Bailey, of the county and Republic last aforesaid, have appointed, and by these presents do appoint, him my true and lawful attorney, for me and in my name, to proceed to the State of Louisiana, one of the United States of North America, or to any of the States last aforesaid, as it may be necessary, and for me and in my name to demand possession of all and any lands belonging to me and of which I am the owner by virtue of legal or equitable title, lying, being, and situate in any of the said United States of the North, from all and any or every person who may be upon the same. In case it is necessary, hereby vesting him with full and ample power to institute and carry on in my name all suits at law or in equity for the recovery of all or any of the lands aforesaid, as well as the rents, issues, or profits that may be due and owing to me. And more especially is my said attorney, by these presents, fully authorized to demand, sue for, and recover and take possession of a certain tract of land, beginning on the right bank of the Mississippi river, near the mouth of Atchafalaya river, and crossing the latter river, containing six hundred and forty acres of land, which I claim under the Spanish Government, and which claim was recognised by the board of land commissioners appointed by the Congress of the United States of the North, and a grant issued therefor, in the former grant confirmed in accordance with the provisions of the laws; all of which will fully appear by a reference to the records of the proper office, kept in the town of Opelousas, in the State of Louisiana aforesaid. And, in case any person be in possession of, or set up any claim to all or any portion of the land aforesaid to which I have any legal title or equitable claim, my attorney is hereby authorized and empowered to enter into any compromise that, in his judgment, may be best, in order to adjust and settle our conflicting claims; and, when the terms of adjustment are agreed upon, to make, execute, and deliver every receipt, deed, or other instrument that may be necessary to carry the same into effect. And my said attorney is further, fully, and perfectly authorized to sell, alien, and convey all my legal right, title, interest, or equitable claim to all and any of the lands aforesaid, and more especially the tract herein most particularly described, either before or after possession demanded, or at any time before or after the final recovery, in case it is necessary to institute a suit or suits for the recovery

thereof; hereby vesting in my said attorney as full and ample power to manage, control, and dispose of my said lands, or claims to land, lying and being in the United States of the North aforesaid, as I myself might or could do were I personally present. Substituting his acts in the premises for my own, hereby, for myself, my heirs, and successors, authorizing him to do all and every thing necessary to be done in the premises, and to appoint any other attorney or attorneys at law or in fact that may, in his opinion, be necessary for the purpose of carrying into effect the foregoing powers, ratifying and confirming all and every thing that my said attorney, or those appointed by him, may do legally in the premises, hereby revoking all and every other power of attorney heretofore granted to any person or persons in reference to the premises.

In evidence whereof, I, the said Andrew Robinson, appear before Andrew Briscoe, chief justice in and for the county and Republic first aforesaid, and *ex officio* a notary public at the city of Houston, as well as the other subscribing witnesses, and sign and acknowledge the foregoing power of attorney to be my act and deed, executed for the purposes therein expressed, on the 17th day of September, 1838. And on the same day, and at the same place, the said Edward Bailey appeared and signed the same, in evidence that he accepted the trust and powers reposed in him by virtue of said instrument, which is executed in duplicate originals.

ANDREW ROBINSON, [L. s.]
E. BAILEY. [L. s.]

Signed, sealed, delivered, and accepted in presence of us. The words "and crossing the latter river," interlined on first page before signing.

BENJAMIN C. FRANKLIN,
LEWIS B. HARRIS.

REPUBLIC OF TEXAS, *County of Harrisburg.*

I, Andrew Briscoe, chief justice in and for said county, and *ex officio* a notary public, certify, to all whom it may concern, that Andrew Robinson and Edward Bailey, both of whom I know and recognise, and to whose acts I give faith, did, this day, appear before me and sign, seal, deliver, and accept, as therein expressed and for the purposes therein specified, the foregoing power of attorney, signing it at the same time in the presence of Benjamin C. Franklin, of Brazoria, and Lewis B. Harris, of this county, witnesses competent, called for the purpose.

Given under my hand and seal this 17th day of September, A. D. 1838.

A. BRISCOE, [L. s.]
C. J., H. C., *ex officio* Notary Public.

STATE OF LOUISIANA, *Parish of Point Coupee.*

I, the undersigned, parish judge, do hereby certify the annexed document to have been duly recorded in my office on this day.

In faith whereof, I hereunto set my hand and seal, at Point Coupee, January 26th, 1839.

A. ROBINS, Judge. [L. s.]

REPUBLIC OF TEXAS.

I, the undersigned, Secretary of State of the Republic of Texas, do hereby certify that Andrew Briscoe, whose name is subscribed to the instrument of writing herein annexed, is, and was at the time of signing the same, chief justice and *ex officio* notary public in and for the county of Harrisburg, and that full faith and credit are due to his official acts as such.

Given at Houston, under my hand and seal of office, this 16th day of September, A. D. 1838.

R. A. INON.

E.

REPUBLIC OF TEXAS, *County of Harrisburg.*

Be it remembered that, on this the 15th day of January, 1839, before John A. Newlands, a notary public in and for said county, duly commissioned and sworn, personally came and appeared Edward Bailey, the regularly constituted and appointed attorney in fact of Andrew Robinson, of said Republic, but formerly a resident of the parish of Point Coupee, in the State of Louisiana, one of the United States of North America, who, for his constituent, and by virtue of the authority vested in him, and in accordance with the facts and justice of the case, declared: That the said Andrew Robinson, sometime prior to the year 1808, did sell and convey, for and in consideration of the price at the time of said sale stipulated and agreed on, to wit, the sum of \$, unto Joshua Baker, then also a resident of the said parish of Point Coupee, all his right, title, interest, and claim in and to a certain tract of land situate, lying, and being in the parish of Point Coupee aforesaid, at the junction of the rivers Atchafalaya and Mississippi, containing one thousand arpens; six hundred and forty acres of which were located on the 11th day of February, 1806, by Charles Morgan, then United States deputy surveyor, as appears by the plat of said survey, filed in the office of the United States surveyor-general of Louisiana, the of said land, so conveyed as aforesaid by Andrew Robinson to the said Joshua Baker, having been granted to him, the said Robinson, by the Spanish authorities, on the 10th day of January, 1799, as evidenced by the concession made to him by Manuel Gayoso de Lemos on the day last aforesaid, and which concession is here exhibited, and admitted, and recognised to be the original, the said Andrew Robinson having signed the same. And the said Andrew Robinson, by his attorney aforesaid, further declared, that, whereas it has been represented to him by the present owners of said land, to wit, Chilton Allan and Simpson, his wife, and William C. Simpson, the only legal heirs of James Simpson, formerly of the State of Kentucky, deceased, who acquired title to said land from the said Joshua Baker, the said Andrew Robinson's vendee, that the written evidence of said sale, made by the said Robinson to the said Baker as aforesaid, has been lost or mislaid: now the said Andrew Robinson, by his attorney in fact, Edward Bailey, declares, that he does hereby formally acknowledge the sale of the land, hereinbefore described, made by him to Joshua Baker for the price hereinbefore set forth, and the further sum of \$300, the receipt whereof is hereby acknowledged; and, being desirous of securing the said Chilton Allan and Simpson, his wife, and William C. Simpson in the legal and peaceful enjoyment

of this said land, he does hereby declare that he ratifies and confirms said sale, and renounces and conveys, by these presents, all his right, title, and interest to said claim, and right, title, and interest to said land, to the said heirs of James Sympson, hereby binding the said Andrew Robinson that neither he nor his heirs shall ever set up any claim to the said land, but, on the contrary, warrants the title against him and his heirs.

In evidence whereof, the said Andrew Robinson, by his attorney in fact, Edward Bailey, signs, seals, and delivers this act of ratification to the special agent of the heirs of the said James Sympson, this 15th day of January, 1839, in presence of subscribing witnesses. The erasure in the fifteenth line on the first page made before signing.

ANDREW ROBINSON. [L. s.]
By E. BAILEY.

W. M. BEAL,
B. H. JOHNSON,
BENJAMIN C. FRANKLIN.

Recorded January 15th, 1839.

CHILTON ALLAN and wife,
WM. C. SYMPSON.
By LESLIE COMBS,
Agent and Attorney.

REPUBLIC OF TEXAS, *County of Harrisburg.*

Personally came and appeared, this day, before me, John Alexander Newlands, a notary public in and for the county aforesaid, duly commissioned and qualified, the citizen Edward Bailey, who declared that he signed the annexed instrument of writing, in presence of the subscribing witnesses, for the uses and purposes therein set forth.

To certify which, I grant these presents, and have hereunto affixed my name and the impress of my seal of office, at the city of Houston,
[L. s.] this 15th day of January, A. D. 1839.

JNO. ALEX. NEWLANDS,
Notary Publ

REPUBLIC OF TEXAS.

I, the undersigned, Secretary of State of the Republic of Texas, do hereby certify that John Alexander Newlands, whose name is subscribed to the instrument of writing hereto annexed, is, and was at the time of signing the same, 15th January, 1839, notary public for the county of Harrisburg, and that full faith and credit are due to his official acts as such.

Given at Houston, under my hand and seal of office, this 15th day of January, A. D. 1839.

BARNARD E. BEE.

JANUARY 11, 1839.

Mr. BAILEY: I have received your letter, and am very sorry that my health is so bad that I cannot come to see you; but, as you have the power to act for me, do for the best, and I will be satisfied.

AN. ROBINSON.

STATE OF LOUISIANA, *Parish of Point Coupee.*

I, the undersigned, parish judge in and for the parish of Point Coupee, do hereby certify the annexed documents to have been duly recorded in my office on this day.

In faith whereof, I hereunto set my hand and seal, at Point Coupee, [L. S.] January 26th 1839.

A. ROBINS, *Judge.*

POINT COUPEE, *January 28, 1839.*

Received from J. C. Vanwickle \$8, as fees for recording two deeds in relation to land in this parish belonging to Chilton Allan and Sympson.

A. ROBINS, *Parish Judge.*

F.

FEBRUARY 11, 1806.

Pursuant to an order from the surveyor of the lands of the United States south of the State of Tennessee, and in conformity with a request of the claimant, I have surveyed for Andy Robinson a tract of land on the waters of the Mississippi, being section No. , in township No. , range No. , bounded as follows: Beginning at an ash tree, and thence running south 33°, east 80 chains, to a cypress, and thence south 57°, west 80 chains, to an ash tree, and thence north 33°, west 80 chains, to a cotton wood, and thence north 75°, east 80 chains, to the place of beginning; containing 640 acres and hundredths of an acre, and having such shape, form, and marks, natural and artificial, as are represented in the plat.

CHARLES MORGAN,
Deputy Surveyor.

G.

SURVEYOR-GENERAL'S OFFICE,
Donaldsonville, December 30, 1837.

The black lines on the sketch indicate the surveys on file in this office which have been approved. The blue shaded lines represent a survey made by Charles Morgan for Andy Robinson on the 11th day of February, 1806. The public lands represented in the sketch have never been offered at public sale by the Government.

H. V. WILLIAMS,
Surveyor-General Louisiana.

